

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

**INTERCONTINENTAL TERMINALS
CORPORATION, LLC,
Plaintiff,**

V.

**AFRAMAX RIVER MARINE CO.,
EXECUTIVE SHIP MANAGEMENT PTE
LTD., M/T AFRAMAX RIVER,
Defendants / Third-Party Plaintiffs,**

V.

**SUDERMAN & YOUNG TOWING
COMPANY, G&H TOWING COMPANY
And SEABULK TOWING SERVICES,
INC.,
Third-Party Defendants.**

C.A. NO. 4:18-cv-3113
RULE 9(h) - ADMIRALTY

**AGREED STIPULATION AS TO THIRD-PARTY PLAINTIFFS' PHYSICAL AND
HARD DAMAGES FOR PURPOSES OF TRIAL**

Third-Party Plaintiffs Aframax River Marine Co. (“Aframax”) and Executive Ship Management Pte Ltd. (“ESM”), by and through its attorneys, and Third-Party Defendants Suderman & Young Towing Company and G&H Towing Company (“Tug Interests”), by and through its attorneys (with Aframax, ESM and Tug Interests collectively referred to the “Parties”), hereby stipulate as follows:

1. Tug Interests dispute they are liable to Third-Party Plaintiffs in any respect as a result of the Sept. 6, 2016 allision.
2. Tug Interests do not admit to any liability for any alleged damages asserted by Third-Party Plaintiffs as a result of the Sept. 6, 2016 allision.

3. Solely for purposes of streamlining the Sept. 12, 2022 trial, the Parties stipulate that Aframax sustained physical and/or “hard” damages to its Vessel AFRAMAX RIVER in the total amount of **USD 1,676,365.61** as a result of the Sept. 6, 2016 allision, as testified to by Aframax’s witness Dr. Christos Verveniotis during his Jun. 25, 2020 discovery deposition and Apr. 15, 2022 trial deposition.
4. The Parties further stipulate that Third-Party Plaintiffs will not be required to prove their physical and/or hard damages at trial in the total amount of **USD 1,676,365.61** as a result of this stipulation. Under the circumstances, Third-Party Plaintiffs will not call Dr. Christos Verveniotis as a witness at trial.
5. The Parties further agree that the stipulated amount of **USD 1,676,365.61** does not include any of the separately alleged “economic” damages asserted by Third-Party Plaintiffs, (i.e. Aframax’s alleged damages resulting from detention, loss of revenue, loss of profits, loss of charter/pooling agreement, etc.) as testified to by Aframax’s witness, Mr. Dionysios Mitsotakis during his Apr. 14, 2022 trial deposition. The total amount of those separately alleged economic damages (if any) remain in dispute between the Parties and will be presented to the Court by Aframax at the Sept. 12, 2022 trial.

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Dated: August 25, 2022
Houston, Texas

STIPULATED AND AGREED TO:

GAITAS & CHALOS, P.C.

/s/ Jonathan M. Chalos*
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ATTORNEYS FOR THIRD-PARTY DEFENDANTS

** Signed with permission*

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing instrument was served pursuant to Federal Rule of Civil Procedure 5 on all counsel and/or parties of record via the Court's ECF System on this 25th day of August, 2022.

/s/ Jeremy A. Herschaft
Jeremy A. Herschaft